

Official Authority on
Connellsville Coke Trade.

Weekly Coke and Coal Courier

Circulates Wherever Coke
is Manufactured or Used.

VOL. 36, NO. 11.

CONNELLSVILLE, PA., THURSDAY MORNING, SEPTEMBER 25, 1913.

EIGHT PAGES.

Prices and Prospects.

**CONSUMERS ASKING
FOR OCTOBER COKE;
\$2.50 PRICE FIRM**

**Mid-Grade Spot Coke Offers
at Low Prices with
Few Takers.**

**MERCHANT MARKET SUPPORTS
COKE PRICES.**

**Gathers Strength as No Workers Strike
into Understanding of Operators
As Above Price and Profit Camera
Shows Workers Practically Standard.**

Specialists The Weekly Courier.

**PITTSBURG, Sept. 24.—Inquiry
has begun to develop for October
coking coal, three or four negotiations
being now in progress, but there
is much uncertainty over the market
against which inquiry has not yet been made.**

**Thus far, there are no reports of less than \$2.50 being quoted
for standard grade for October or
later delivery. A merchant operator
has included a sale of 1,200 tons
per week to the western market,
from date to the end of October,
aggregating about 8,000 tons, at
\$2.50.**

**There is hardly any inquiry for
prompt coke. Those continue to be
offered at various prices from \$2.50
to \$2.75 per ton, plus promptage. The
total tonnage thus offered is large,
and in an ordinary active
prompt market it would all be quickly absorbed.**

**It is claimed that as to the bulk, if not all, of the offerings
the "quality" is distinctly below
standard, so that coke can be
shaded, and some cut price
contracts recently made are hardly
acceptable as constituting the basis for
a month's run. The prompt market
seems to be quiescent still at \$2.50 at
a general basis.**

**There are definite reports that the
operators of the coal companies have
been conspicuous in standing out for
\$2.50 but have not been particularly
complaisant in reducing output. It is
noted that the operators have
curtailed the output by about
10 per cent such increments to the
tanks would spread the curtailment
and would result in a heavier percentage
of operation for some of the
operators. There have been rumors
that the coal operators were approaching
the Interstate Commerce Commission
in a project to reduce prices
on the basis that at 50 per cent
operation 75 cents profit per ton is
really only 37 cents, but these
rumors are referred to by the
operators indicated as a cancer of
the most malignant character.**

**The railroads have been approached
by the operators to stand by the
operator's stand, and the railroad
representatives have agreed to do
so.**

**There has been a slight curtailment
in total steel output, and the
entailment is not improbable within two
or three weeks.**

THE STEEL BUSINESS SLOWS DOWN SLIGHTLY

Since the Enactment of the Tariff Bill
A Curtailment in Production
Is in Progress.

Special to The Weekly Courier.

**NEW YORK, Sept. 24.—The Ameri-
can Steel Market and Daily Iron &
Steel Review report that the steel and
iron market tomorrow as follows:**

**Iron and steel business has slackened
slightly this week as compared with
last week, which may be due to the fact that the Tariff bill is
now finally to be enacted. There is
however, other explanation assignable
for the change in the market which
has been that the market in September
showed less activity than August, and business has grown
considerably duller as the month goes
on. Inasmuch as practically all
business is done in July and August,
which shows a seasonal increase
for prompt deliveries, the present
change may prove only temporary.**

**The market has hardly grown
quicker as to forward contracts, for
there was none such of importance.**

**Now, however, negotiations are
in progress, but there is
as yet no definite agreement
against which inquiry has not yet been made.**

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RICH POCAHONTAS

**Big Field's Output is 15,000,000 Tons
in Single Year.**

**Partisans of the Pocahontas coal
field boast that it is the only place in
the world where coal is so abundant that
they can afford to dig railroad tunnels
through it. The Coalfield tunnel, 3,200
feet long, on the main line of the
Norfolk & Western railway, 15 miles
from Bluffield, was driven through
the field last summer. The tunnel
is 10 feet wide and 10 feet high.
The contractor who built the
tunnel sold the coal out of it for
enough to pay him back.**

**The coal is not bad, but the
Pocahontas field, an area approximately
fifteen miles wide by twenty-five
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THURSDAY MORNING, SEP. 23, 1913

WHAT CONNELLSVILLE LOST.

There were propositions before the Pennsylvania Legislature for appropriations for flood prevention and water conservation at the headwaters of the Youghiogheny and the Beaver rivers.

The preliminary appropriation of \$100,000 asked for the drainage of the Shady Dell, the headwaters of the Beaver river, tributary of the Beaver, and the construction of an impounding dam there was granted; that of \$1,000,000 asked

for a dam just above Somersfield, on the Youghiogheny river, was cut in half by Governor Tamm. These appropriations were urged on the ground of public welfare, but as pointed out at the time in these columns there is an industrial side to them which means commercial expansion and communal prosperity in their wake. They will only involve electric power development, but they will go a long distance toward regulating the water supply so important to manufacturing industries. Discussing this feature, The Daily Iron Trade says:

The unparalleled and steady growth of iron and steel works in Eastern Ohio and Western Pennsylvania, situated at considerable distances from primary sources of water supply, is making the problem in the dry seasons peculiarly perplexing. This is especially true of the Pittsburgh district, where steel works activities such as New Castle, Sharon, and other towns in Western Pennsylvania, last spring in the tremendous rainfall that resulted in heavy flood damage to towns situated as are these, and also Youngstown, Mahoning Valley, and the like.

A bill was presented to the legislature last session for the creation of a commission to take care of taking care of flood waters by means of steadily narrowing waterway. The flood problem itself has been brought to its present acute state by reason of the want of railroads in both valley railroads which are themselves vital to the iron and steel trade in these sections, having occupied both banks of the Shenango, Beaver and Mahoning rivers. This occupancy has resulted in the natural beds of these streams being steadily narrowed by man's hand. In like manner it was demonstrated that none of these river beds is large enough to carry away extraordinary flood waters.

The Youghiogheny river dam at Connellsville, which was intended to be low it which have any effect, to better industrial expansion can be better understood in the light of these comments from a leading industrial publication. Connellsville does not suffer from floods, but during the summer drouths the water supply gets uncomfortable low. The flood prevention bill would insure a good supply of water at all seasons of the year.

JUSTICE FOR THE RAILROADS.

The recent extension of the Parcel Post system and the increased weight limit have brought forth another protest from the railroads, which it seems bear most of the burden without any of the compensation.

The railroads have contended for some time that they are not to be paid for transporting the mails, especially since the rate was arbitrarily reduced 5% in 1907, thereby cutting down the revenue from this source \$15,000,000 annually. The addition of the Parcel Post package business has transferred a large portion of the express business to the mail cars, thus greatly diminishing the income from this source without adding a penny from the Government.

Government officials should not be unjust and oppressive simply because they have the power to do it and it seems a popular thing at the moment. History abounds such incidents far removed from the heart of the nation and the public man who hopes to leave his memory that will be his most enduring monument should try to govern with fairness and justice.

The railroads were the original controllers of commerce in this country, but they have suffered much against the gentle influence of Government and society. These good influences should not become evil. The railroads have had their lesson.

Nor should we forget that railroads were the greatest single factor in the wonderful development of this country. Economic conditions and still remain. Regulated they have been, and should be, but restored, pursued and persecuted never. The Government and the People should be fair to all interests, which combine to make a majority of the people happy.

The companies which the railroads should be given careful consideration and such relief granted as may appear to be just and proper.

The criticism of The Weekly Courier's coke production data was based wholly upon the assumption that pig iron production for August was 10% less than the July production, but the final figures show that the decline was less than one percent.

Perhaps the projected new steel mills in the South have made Leader Underwood protest against the Tariff reductions in the metal schedule by the Senate. The Southern statement is getting an overdose of his own medicine.

Plenty of both will be true.

The criticism of The Weekly Courier's coke production data was based wholly upon the assumption that pig iron production for August was 10% less than the July production, but the final figures show that the decline was less than one percent.

The practical suspension of the Mexican coke production ought to help the smaller trade of the Connellsville region. American capital ought to get something out of the Mexican situation by way of compensation for its losses.

The Young Men's Christian Association is becoming a popular young men's club. That is the sort of popularity that makes the association's success complete.

PRIMARY ELECTION POINTS.

Now that the primary election is over, it will be interesting to know how much complication and litigation is going to arise over the judicial interpretation of some of its peculiar features.

First and perhaps most important is the battle over the constitutionality of the non-partisan ballot. Judge Van Swearingen of Fayette county found that it conflicted with the positive requirements of the higher law and it was consequently disregarded in Connellsville. Other judges ruled that the law was demanded by public opinion and that the Constitutional Convention had never given the law its stamp of approval. The non-partisan ballot prevailed at all city elections, and in the state generally at all judicial elections. The fact opens the door to much litigation, but it strengthens the hold of the non-partisan ballot.

The Party Enrollment law repeated that portion of the old Uniform Primary law which required that voters challenge a voter to see that he voted in the previous general election for a majority of candidates on the ticket of the party whose primary ballot he demands. The Party Enrollment law similarly requires the voter, as a qualification for taking part in the primary, to declare that he is a member of some particular party.

It was the evident intent of this law to give the voter the right to choose himself and ally himself with any party he chooses notwithstanding the fact that he held a different faith at the time he last voted. He should be permitted to register as non-political and get right with his political conscience. There were many good Republicans in this unhappy predicament, it will be remembered. The Party Enrollment law, under this interpretation, would allow them to register again peacefully and then to vote again in the primary.

This is a highly imaginative picture. On the face of it the law seems to be an attempt to bring入党 methods into public real building. It will be recalled that the notorious inefficiency of the old system of township supervision and the working out of taxes on the roads have been the subjects of complaint for years past. The townships had little local government and little interest in the general and local. The new law is designed to remove the conditions complained of. Perhaps it is not perfect, may be used at times by unscrupulous politicians to promote selfish ends, but in the final analysis it will bring about a gradual improvement upon past conditions.

Political machines are perhaps not wholly necessary to civil government, but public authority must be lodged somewhere. It is therefore, is to say that a man clothed with such authority may use it to promote his own ends, but it is equally important that it should not be placed in his hands. Those complaints, however, come invariably from those who seek to break into office and seize upon official power, and who, whenever they have been successful, have used their power to cover up more numerous shortcomings than any others.

It is not too much to say that no good road was ever laid down in this country without being more or less mixed with politics, and it is doubtful whether it is possible to change the rule.

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The engagement

COKE REGION TEAMS MAKE FINE SHOWING IN FIRST AID MEET

The Oliver and Continental Crews Bring Home Good Prizes.

PITTSBURG COMPETITION KEEN

Frick Team Third in Mine Rescue Work; Oliver & Snyder Boys Get Second Grand Prize for Efficiency; Best Teams Enter in Contests.

A fine showing was made by the coke region teams in the mine rescue and first aid contests held in Pittsburgh Monday under the auspices of the Bureau of Mines and the American First Aid Association. The team of the H. C. Frick Coke Company was given third prize in the mine rescue competition, there being five teams in the field. Of the 35 first aid teams, the Oliver & Snyder team ranked sixth.

The Oliver & Snyder team was also given a grand prize for efficiency, as the most expert and most efficient organization in the contest. The members of the Oliver & Snyder team were Fred S. Watts, captain; Charles Grinn, Jr., J. R. Craft, Henry Kehley, W. Torrance, Kiefer and Claude Lauderdale. Clyde G. Brems is the instructor.

Members of the Continental No. 2 team were Edward Barrett, captain, J. F. Pierce, Andy Horn, Jacob Angus, Charles Hermansky, rescuer men, and Charles F. Regan, substitute. Superintendent W. C. Muller accompanied the team.

The first prize in the mine rescue class, the Colliery Engineer challenge cup, which will remain in the possession of the team winning in two consecutive meets, and five bronze medals put up by the Frick team were won by team No. 8 of the Pittsburgh Coal Company, which made an average of .85 per cent.

Mine rescue: Second grand prize; Five electric hand lamps and chandeliers, won by Team No. 5, Pittsburgh-Buffalo Coal Company, .93 per cent.

The one—Oxygen—Draeger oxygen inhalator, won by the American Red Cross. Other awards were as follows:

Mine rescue: Second grand prize; Five electric hand lamps and chandeliers, won by Team No. 5, Pittsburgh-Buffalo Coal Company. The prize was a cup donated by the Colliery Engineers, six silver medals, put up by the Frick team, and three bronze medals given by the American Red Cross.

Other awards were as follows:

Prize No. 2—Eighteen dollars cash, donated by the Mannheim Light Company. Won by Team 1, Ellsworth Collieries Company, Ellsworth, Pa., 75 per cent.

In the contests under the First Aid Program, the awards other than the first were as follows:

Prize No. 2—Eighteen dollars cash, donated by Mannheim Light Company. Won by Team 17, Penn Gas Coal Company, Irwin, Pa., 97.25 per cent. This team also was the special grand prize of six bronze medals, donated by the American Mine Safety Association.

Prize No. 3—Twelve dollars cash, donated by the Mannheim Light Company. Won by Team 35, Cambria Steel Company, Johnstown, 97 per cent.

Prize No. 4—One first aid cabinet, donated by Johnson & Johnston, Won by Team 31, Jamison Coal and Coke Company, Greeneburg, 97 per cent.

Prize No. 5—One first aid cabinet, donated by Bauer & Black. Won by Team 18, Penn Gas Coal Company, 97.1 per cent.

Prize No. 6—One first aid instruction outfit, donated by Johnson & Johnston. Won by Oliver & Snyder Steel Company, Oliver, 95.15 per cent.

Prize No. 7—One stretcher, donated by Frick & Lindsey Company. Won by Team 2, Penn Consolidation Coal & Coke Company, Franklin, 94.5 per cent.

Prize No. 8—One tabled four-ail box, donated by Burroughs, Wellcome & Co. Won by Team 16, Janiton Coal & Coke Company, Greensburg, 94.35 per cent.

Prize No. 9—One year's subscription to "Coke Region News." Won by Team 31, Westmoreland Coal & Coke Company, Irwin, 94.3 per cent.

Prize No. 10—Six month's subscription to Coal and Coke Operator. Won by Team 25, Vandalia Coal Company, Terre Haute, Ind., 94.6 per cent.

Prize No. 11—\$5.00 cash, donated by the Coal and Coke Operator. Won by Team 28, Tunnel Coal Company, Gallitzin, 94 per cent.

Special Grand Prize—Silver cup, donated by S. F. Hayward & Co., to remain in possession of the winning team until the date of the next contest, when it will be contested for again. Won by Team 19, Penn Mary Coal Company, Hollidaysburg, Pa.

Special Grand Prize—Silver cup donated by the Coal Trade Bulletin to the team making the best appearance in efficiency, training and drill, regardless of the award. Won by Team 12, Oliver & Snyder Steel Co., Oliver.

She Asks a Divorce.
SOMERVILLE, Sept. 22.—Miss Neillie Tamm, 21, of Somerville, filed a bill of divorce against her husband, W. E. Fay Lloyd, a resident of Pittsburgh, in which she charges him with deserting her on September 1, 1911.

Woman Gets Hunter's License.
The first woman in Fayette county to get a hunter's license was Mrs. Matt Morris of South Pittsbugh, Pa., who passed her examination

NEW LAW GIVES STATE THE CONTROL OF TOWNSHIP ROADS

Highway Department Will Assume General Supervision in December Under Road Act.

Control of the township roads will be virtually assumed by the state early in December when the new road act goes into effect. The state highway law signed by Governor Tener on July 22 became effective on Monday when State Highway Commissioner E. M. Bigelow established a bureau of township highways in connection with the department.

The state will be divided into districts, with a superintendent in charge of each. The state highway commissioner is given power to prescribe the duties of supervisors, fix standards of supplies and equipment for the maintenance of roads and generally control the work.

This is the act which changed the terms of supervisors to six years each. The highway department is given power to withhold a township's share of state money if supervisors fail to carry out instructions of the department.

The first section of the new law changing the term of office of the supervisors, which will cause a good deal of confusion throughout the state reads as follows: "The terms of all supervisors elected in the years 1899 and 1910 shall expire on the first Monday in October, 1911, for a period of six years, unless the supervisor elected in 1911, for a short or long term respectively, (if two or more vacancies were filled), shall expire on the first Monday of December, 1913 or 1915, as the case may be. At the municipal election in the year 1911, one supervisor shall be elected for a full term of four years and one supervisor for a term of four years, and then, at each municipal election thereafter, one supervisor shall be elected for the full term of six years."

The Oliver & Snyder team was also given a grand prize for efficiency, as the most expert and most efficient organization in the contest. The members of the Oliver & Snyder team were Fred S. Watts, captain; Charles Grinn, Jr., J. R. Craft, Henry Kehley, W. Torrance, Kiefer and Claude Lauderdale. Clyde G. Brems is the instructor.

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Mine rescue: Second grand prize; Five electric hand lamps and chandeliers, won by Team No. 5, Pittsburgh-Buffalo Coal Company. The prize was a cup donated by the Colliery Engineers, six silver medals, put up by the Frick team, and three bronze medals given by the American Red Cross.

Other awards were as follows:

Prize No. 2—Eighteen dollars cash, donated by the Mannheim Light Company. Won by Team 17, Penn Gas Coal Company, Irwin, Pa., 97.25 per cent.

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Other

THURSDAY, SEPTEMBER 25, 1913.

109 OLD FOLKS AT ANNUAL REUNION OF METHODIST CHURCH

Mrs. Mary Dunlap Spurns a Carriage and is Taken Sick.

WAS THE OLDEST PERSON THERE

Members of All Denominations are Entertained by the Epworth League at Cemetery Reunion. Carriages and Autos at Disposal of the Guests.

A large gathering of Connellsburg's old folk attended the thirteenth annual Old Folks Reception, held Saturday afternoon in the First Methodist Episcopal church, 109 attending. The affair was in charge of the Epworth League, which has the largest ever body. Mrs. Mary Dunlap, 92 years old, the oldest person present, came from her home on York avenue to the church. Soon after the affair began, she was taken ill, supposedly from over exertion. She was sent to her home in a carriage. The next oldest person was Mrs. Mary Moreland, 85 years old, and the third Connellsburg's oldest person, which was as follows: Hyman; prayer, Rev. Elizabeth Roberts; Scripture reading, solo, "Further Beyond the Other Gate," Hazel Weber; recitation, Rev. E. L. Michael; hymn, talks by Rev. E. R. Bushnell, Mrs. W. H. Bushnell, Rev. C. W. Holt, Mrs. Mary Coulson, Mrs. Elizabeth Roberts, Mrs. William, Mrs. Elizabeth Carroll and E. J. Jackson; vocal solo, "One Sweetly Solemn Thought," Miss Sue Lesig.

At the conclusion of the program, the members present gathered around long tables laden with many good things to eat. The chairman of the different committees were as follows: Program, Miss Sarah McElwett; decorating, Edgar Horner; conveyances, Fred Rapport; reception, Miss Myrtle Williams; entertainment, Miss Birdie Miller; tables, No. 1, Mrs. L. S. Michel; No. 2, Miss Lucille Wolf; No. 3, Miss Catherine Francis; Automobiles were loaned by A. A. Clarke and L. Aaron.

The following is a list of guests their ages and denominations to which they belong: Mrs. Elizabeth Crissey, 74; Evansville; Mrs. A. Irreth, 68; Trinity Lutheran; Mrs. Sadie McDonald, 57; Presbyterian; Mrs. H. Graham, 68; Trinity Lutheran; Mrs. M. McElroy, 68; Christian; Michael McNamee, 68; Christian; Mrs. Mary Hartmann, 55; Trinity Lutheran; Mrs. Mary E. Minnis, 50; Episcopal; Mrs. Mary M. Carr, 75; Methodist Episcopal; Mrs. Maria Coughenour, 65; Presbyterian; Mrs. Mandie Gettys, 54; Methodist; Mrs. Susan McLaughlin, 75; Methodist; Episcopate; Mrs. Mary Dunlap, 92; First Presbyterian; Mrs. Isabella Ritchie, 65; Christian; Mrs. S. D. McGraw, 78; Baptist; Mrs. A. W. Stillwagon, 59; Christian; Mrs. L. J. Hileman, 60; Methodist; Protestant; Mrs. M. E. Arnold, 53; Methodist; Episcopate; Mrs. A. Spence, 74; Presbyterian; Mrs. I. Aaron, 61; Israel; Jewish.

Mrs. C. J. Schuyler, 101; United Presbyterian; Mrs. Margaret Dull, 75; United Brethren; Mrs. John Shank, 71; Christian; Mrs. Mary A. Adams, 65; Methodist; Reformed; Mrs. Edward Barrett, 54; Baptist; Mrs. Alice McDonald, 55; Methodist; Episcopate; Mrs. Jane McCutcheon, 55; Methodist; Protestant; Mrs. Elizabeth Roberts, 71; Methodist; Episcopate; Mrs. Katherine King, 67; Presbyterian; Mrs. W. M. Kennedy, 75; Baptist; Mrs. Mary E. McNamee, 68; Methodist; Episcopate; Mrs. Anna Ballou, 69; Methodist; Episcopate; Mrs. Mary Haleyle, 65; Methodist; Protestant.

Mrs. Elizabeth Morgan, 68; Methodist; Episcopate; Mrs. Ruth, 62; Methodist; Episcopate; Mrs. Mary Moreland, 85; Methodist; Presbyterian; Mrs. W. O. Witman, 50; Methodist; Episcopate; Mrs. Irvin Giles, 65; Methodist; Episcopate; Mrs. Emma Vance, 54; Methodist; Episcopate; Mrs. P. R. DeMint, 54; Methodist; Episcopate; Mrs. L. Hayes, 62; Methodist; Mrs. Katharine Duckwirth, 74; Christian; Mrs. J. W. Showman, 65; Baptist; Mrs. E. E. Eccles, 65; Presbyterian; Mrs. F. B. Luteman, 55; Methodist; Protestant.

Mrs. Sarah Metzgar, 71; Christian; Mrs. M. J. Weber, 55; Methodist; Episcopate; Mrs. J. E. Carson, 75; Presbyterian; Mrs. Alice Boyd, 62; Baptist; Mrs. William Gilbert, 62; Methodist; Episcopate; Mrs. Mary Silcox, 65; Lutheran; C. H. Whitley, 62; Methodist; Episcopate; E. S. Jackson, 65; Baptist; Mrs. H. Itself, 65; Presbyterian; Mrs. John H. Phillip, 62; Methodist; Episcopate; Mrs. John S. Reagan, Methodist; Episcopate; Mrs. Sarah Dawson, 55; S. S. Stahl, 70; Christian; Mrs. S. S. Stahl, 63; Christian; Mrs. Sophie F. Goodwin, 71; Baptist; Mrs. Lettie Hixenbaugh, 62; Mrs. J. L. Gilmore, 55; Christian; Mrs. N. C. Gilmore, 67; Christian; Mrs. Thordell, 62.

Mrs. John C. Johnson, 79; Methodist; Episcopate; Mrs. W. S. Stahl, 65; Methodist; Episcopate; Mrs. J. H. Phillips, 62; Methodist; Episcopate; Mrs. John S. Reagan, Methodist; Episcopate; Mrs. J. E. Carson, 75; Presbyterian; Mrs. Smith Butterworth, 74; First Presbyterian; Mrs. Elizabeth Carroll, 59; Dunkard; Mrs. D. M. Carroll, 54; Christian; Mrs. J. W. Smith, 75; Methodist; Episcopate; Mrs. Gittoway, 57.

Mrs. Joseph Grey, Sr., 64; Methodist; Episcopate; Mrs. J. M. Allison, 65; United Presbyterian; Mrs. E. C. Long, 75; Baptist; Mrs. M. C. Long, 59; Presbyterian; Mrs. Mary C. Smith, 47; Baptist; Mrs. Kelly, 55; Methodist; Episcopate; Mrs. McBeth, 51; Christian; Mrs. Adams, 65; Presbyterian; Mrs. Kaufman, 67; Methodist; Episcopate; Mrs. Mary E. Clark, Rockwood, and Joseph D. Snyder, Rockwood.

MAKES OUT ACCOUNTS.

Candidates Say They Spent Less Than \$5 at Picnic.

Candidates at the primary election whether successful or unsuccessful are required to file an account of their expenses within 15 days after the election and in compliance with this, local candidates swore to theirs before Squier Donegan this morning.

They are, R. E. Shaeffer, 74; W. Mitchell, Charles Wilson, candidate for constable; Lawrence Donegan and W. P. Clark, candidates for aldermen; and B. L. Berg, councilmanic nominee, all of whom declare that they spent less than \$5. If the expenditures were over \$5, an itemized list is required to be filed.

SOMERSET MEN DRAWN.

Several of Them to Do Jury Duty in Federal Court.

Somerset county is well represented in the federal jury drawn for the October term of the U. S. Arthur E. Knotts of Uniontown is the one from this section drawn on the grand jury.

Among those to serve on the petit jury are W. H. Beagle, Somerse; Chauncey Dutky, Somerse; Robert Pugh, Holospole; C. E. Pyle, Somerse; John Boyce, Fairchance; Heribert C. Eich, Scottdale; James G. Sutton, West Newton; William B. Conway, Rockwood; Frank Clegg, Rockwood, and Joseph D. Snyder, Rockwood.

Subscribe for The Weekly Courier.

HIXON FAMILY HAS BIG HOME GATHERING

Friends and Relatives Assemble at the Daniel D. Hixon Farm Near Scottdale.

SCOTTDALE, Sept. 22.—The annual reunion of the Hixon family at the home of Mr. and Mrs. D. D. Hixon was one of the most interesting gatherings of the reunion season with a large number of relatives and friends in attendance west of town. There were addresses by Rev. H. S. Piper, pastor of the First Methodist Church of Scottdale; Rev. A. W. Davier, pastor of the Alverton charge of the Methodist Church, and Jefferson King of the Owendale United Brethren Church.

The singing was led by the Gospel quartet composed of A. B. Taylor, Jacob Konz, L. H. Rush and John Leing, with Mr. Ray Rice at the organ.

Among those present were Mr. and Mrs. D. D. Hixon, Mr. and Mrs. J. B. Hixon and children, Eliza, Maude, Helen, Russell, Grace, Ellsworth, Luella, Mildred and Glenn, Mrs. C. E. Hixon and son, Harry, Mr. and Mrs. William, Mrs. and Mrs. W. F. Fey and Williams, Mrs. and Mrs. D. F. Fey and sons, Orton and Barnard, Mr. and Mrs. D. Hixon and son, Lester, Mildred, Fay and sons, Otto and Bernard, Mr. and Mrs. Hixon and sons, Glenn, Mr. and Mrs. Kenneth Elmer and Floyd, Alberta Hixson, Mrs. R. Hixon, Mr. and Mrs. Hixson and children, Eliza, William, Gladys, Jennie, Jessie, Dove, Nova, Mrs. William, Mrs. and Mrs. Frank Woodrow and Melvin, Mrs. and Mrs. R. E. Hixson and sons, Gladys, Kenneth, Eddie and William, Mrs. and Mrs. Calvin Hixson, Mr. and Mrs. William, Mrs. and Mrs. Frank Hixson and children, Blanche, Gilbert, Grace, Gladys, Eddie, George and Vernon, Mrs. C. W. Strom and children, May, Sarah, Ethel, Lydia, Celia and Emma, Mr. and Mrs. L. Eicher and children, Kenneth, Warren, and Charles, Mr. and Mrs. W. F. Woodrow and children, B. F. Ray, Ollie and Alice, Mrs. and Mrs. C. E. Hixson and children, Ross, Paul and Elsie, Mrs. Eddie Dull and children, Florence and Kenneth, Mrs. Robert Richie, George W. Porter, Sr., and daughters, Doss and Amy Jane, Mr. and Mrs. J. E. Porter and children, James, Edith, Charles and Olafine, Mr. and Mrs. M. Stoner and daughter, Ruth, Mrs. and Mrs. J. J. Brown and children, Janie, Marie, Nevin and Clarence, Mrs. Mary C. Ruffcorn, Mr. and Mrs. L. O. Jones and son, Glenn, Jefferson C. King, Mr. and Mrs. William A. Graff and children, Bert, Mrs. and Mrs. Kenneth and Leroy, Mr. and Mrs. A. E. Stener, Jacob Kouser, John Laine, Mr. and Mrs. D. S. Love and children, Lila, Bertha and Claire, Mr. and Mrs. Henry Taylor and children, Blanche, Alice, Nedel and Grace, Mr. and Mrs. Harry Taylor, A. E. Taylor, Lewis, Mr. and Mrs. Frank Brown, Mrs. Mrs. A. J. Porter and children, Celia and Ivan, Mr. and Mrs. Ben Brown and children, Verna and Frank, Mrs. Marie Stoner, Mr. and Mrs. J. E. Alford, Mrs. and son, George, Mr. and Mrs. F. H. Rutt and children, Cindy, Edith, Charles and Olafine, Mr. and Mrs. M. Stoner and daughter, Ruth, Mrs. and Mrs. J. J. Brown and children, Janie, Marie, Nevin and Clarence, Mrs. Mary C. Ruffcorn, Mr. and Mrs. L. O. Jones and son, Glenn, Jefferson C. King, Mr. and Mrs. William A. Graff and children, Bert, Mrs. and Mrs. Kenneth and Leroy, Mr. and Mrs. A. E. Stener, Jacob Kouser, John Laine, Mr. and Mrs. D. S. Love and children, Lila, Bertha and Claire, Mr. and Mrs. Henry Taylor and children, Blanche, Alice, Nedel and Grace, Mr. and Mrs. Harry Taylor, A. E. Taylor, Lewis, Mr. and Mrs. Frank Brown, Mrs. Mrs. A. J. Porter and children, Celia and Ivan, Mr. and Mrs. Ben Brown and children, Verna and Frank, Mrs. Marie Stoner, Mr. and Mrs. J. E. Alford, Mrs. and son, George, Mr. and Mrs. F. H. 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COKE AND ORE RATE DECISIONS ANALYZED

(Continued from Page One)
railroads and stop the development of the country?

The other factor to determine the reasonableness of rates is the "value of the service." The commission has frequently considered, but it is impossible to find clear definition of what is meant by "value of the service" which the commission says must be considered. In one recent decision it is said to be made up of "the cost of the materials and the constituents, and those that make up the bundle are not announced. On the other hand the railroads' view of what is meant by "value of the service" is clear and definite. To them it means "what the traffic will bear or what the shipper is willing to pay." The railroads insist upon taking this kind of "value of the service" into consideration in every case. Yet, with no definition of its own for the term and with the railroads ready to take the only one before it, the commission is compelled to accept the "value of the service" as one of the two great factors to be used in passing upon the reasonableness of rates. For example in the Chicago Livestock Exchange Case, 10 I.C.C. 428, the commission says that "value of service" is one of the most important elements to be considered in the rate case.

On the other hand the commission has just as emphatically condemned the "value of the service" theory as a method of rate-making. In the Advance Rate Case 20 I.C.C. 387, the commission says that the rates must be made up of all the traffic that will bear. If it means that the rate must be measured by the amount that the shipper is willing to pay under the gravity it is extortion. On the other hand it may mean the least return for which the carrier can afford to transport the traffic. This is another method to be used to determine if there is a reasonable amount of traffic which has to be moved or which can be moved; that the rate should not be so high as to prevent any of this traffic from moving nor should it be a lower amount than the carrier can obtain. Such definition apparently makes the rate entirely a matter of judgment as to which there may be error. And, carried to its last degree, it permits indefinite discrimination between individuals as well as between the carriers. It is difficult under this principle all that stands between the shipper and extortion is the wisdom and good sense of the traffic manager who makes the rates. Rates being made upon this theory the function of the traffic manager is that of a statesman; he determines the welfare of the producer and consumption, the profits of the producer and the cost to the consumer. This theory entitles the railroad to enter the books of every enterprise which it serves and raise or lower rates without respect to its own earnings and with entire disregard of the welfare of those whose traffic it carries. This is not regulation of the railroads by the nation, but regulation of the industries and commerce of the country by its railroads."

This strong language would seem to indicate the line of conduct of the Commission as to "value of the service" as a test of reasonable rates. Yet we find in an important case decided within the year, Pittsburgh Ore Case, 27 I.C.C. 173, the commission saying with reference to ore rates: "This rate may perhaps be more properly viewed as an illustration of the theory of discrimination in ore making of charging high rates where the traffic can easily be made to bear it. To a certain extent this must be done."

And in many of the recent cases involving large amounts of ore the commission has refused to reduce the rates or in giving only slight reductions has made practical application of the "value of the service" theory by pointing out that the traffic freely moves under the rates imposed and can eventually bear the charge.

With this in mind the interests of the shipper have upon this test of the reasonableness of rates. May the shipper safely omit from his evidence any testimony as to the amount of rate he can stand and still do business, relying upon the commission's opinion that the shipper's interest is to be determined by him and not by the railroad can successively extort from the shipper? Or must he open his books to the inspection of the commission showing his cost of production and margin of profit and ask the railroad to reach the market? Is there evidence of his cost and margin of profit and the rate that will enable him to reach the markets, the commission will answer, that it is no business of the railroads or of the commission to enable the shipper to reach any particular market as the railroads do not discriminate as to the cost of transportation. That is, and the cost of the product is not material in rate-making as was said in the Bessemer Case. It be omitted to show all these things, the commission may answer that differing costs of production justify differences in rates, as was said in the George Creek Basin Case, and the Connellsville Coke Case.

The next great mandate of the Interstate Commerce Act, intended to protect the public and the shippers, is that forbidding preferences and discriminations.

Probable cases have been held before the commission under the third section of the commerce act, providing against "unjust discrimination," than under any other provision of the law. The words "unjust discrimination" however, means nothing to the public or the shippers until it is known what an "unjust discrimination" is. In the decisions of the commission in administering to the interstate commerce act, therefore, the public must find out what the law is that governs the railroads and protects the shippers against unjust discrimination.

At the outset, we must know under what circumstances the carriers may be charged with unjust discrimination. Upon this point the commission has reached many conflicting conclusions. It was early said in the Eau Claire Board of Trade Case, 5 I.C.C. 264, that a carrier could not be charged with discrimination in favor of a point which it did not reach or in

places carrying trade it did not participate. This was long used and cited for the proposition that, unless a carrier actually reached both the point discriminated against and the point in whose favor the discrimination was practiced, a violation of the third section of the law was not committed. It was held in the Bessemer Case, 24 I.C.C. 125, decided the same day, the commission not only allowed but required a higher rate to the East from the Connellsville region than from the Fairmont region largely upon the ground that a competitor was reaching points in Pennsylvania than it does in Connellsville. And in the Wickwire Steel Company Case, 27 I.C.C. 188, also decided on the same day the commission allowed an advance in the rate on coke from Connellsville to Buffalo, though the only defense given was that the advance was that it was put in for the purpose of equalizing the Buffalo furnaces with certain furnaces in the East.

Another important principle sometimes stated by the commission is that where a rate is unjustly discriminatory, the carrier charged with discrimination is required to put an end to the discrimination by a change of its own rates, without the concurrence of other railroads, before any unlawful discrimination can be shown. But in the Southern Coal Case, 25 I.C.C. 376, the commission compelled the Southern railway to cease and desist from a discrimination against certain Eastern and Virginia cities in rates to the Pacific Coast, although the Southern railway did not receive any of the older rates, whose favor the discrimination was practiced and it was not suggested that any carriers constituting a through route to the West could alone put an end to the discrimination. On the other hand, in the Connellsville Coke Case, the commission decided that a discrimination against the Connellsville coke field and in favor of the Appalachian and Jellico fields on the ground that some railroads reaching the latter fields did not reach the Connellsville fields, although the same system of railroads reached all the coke fields and in all the rates and although it is admitted that the coke rates have affected a large part of the carriers' revenue. In the coke case Mr. Commissioner Clark speaking for the commission says:

"In this case the rates upon a vast tonnage are involved. We feel impelled to give most careful consideration to the effect which changes in the rates may have upon the carriers' revenue. Under the circumstances we would not feel warranted in requiring the serious reductions that have been sought *** manifestly the loss of revenue to the carriers would result from such reductions in the rates upon the tonnage involved cannot be compensated for by any increase in the rates upon other traffic."

And in the ore case, notwithstanding the statement that "the railroads defend their rates among the most powerful interests in the United States" the commission made a calculation of the tonnage and revenue affected by the rates under consideration in Bessemer Case. The Pittsburgh Ore Operators Case, the New Pittsburgh Coal Company Case, and the Bessemer Case, 24 I.C.C. 125, the case before it, and said: "It is difficult to estimate the exact financial effect of a change in a rate, but it may be noted that a reduction of only ten cents per ton on the volume of traffic involved in the present case would result in an average monthly total amount to over \$100,000 annually distributed among a small number of carriers *** In the present case the complainant asks for a 50 or 60 cent rate; that is a reduction of from 30 to 45 cents; this means a reduction of from one to two million dollars annually in revenue."

And after summing up certain other considerations, inducing its conclusion the commission said:

"Considerations of this character together with a review of the effects on the revenue of these carriers which would result from an arrangement like the reductions demanded by complainants in this case, upon a substantial part of their total traffic, compels us to hesitate at this time and under prevailing conditions from going further than is necessary by the removal of the most unjustifiable discrimination shown to exist in this case."

Such was the consideration moving the commission notwithstanding that the "50 or 60 cent rate" was voluntarily maintained by the carriers to other districts equally similarly situated as in the Pittsburgh district, and a higher rate to the Pittsburgh district constituted an unjust discrimination as the commission admitted.

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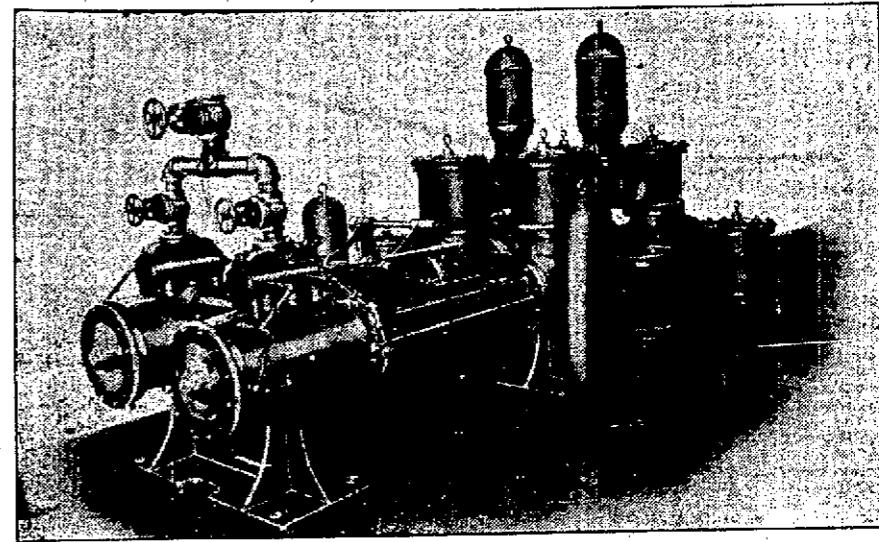
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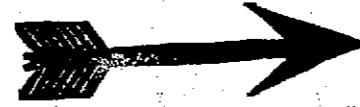
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